

A1044

## Memorandum of Agreement

The Collective Bargaining Agreement between the undersigned parties dated 6/1/94, and all subsequent Memorandums of Agreement, shall be and are hereby extended to 3/31/2005, with the modifications contained below and made a part hereof and shall become effective from 4/1/2002.

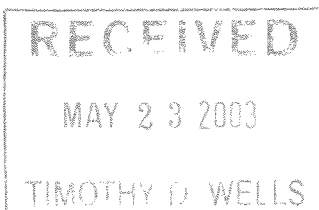
1. The **Duration** of this Agreement is 4/1/2002 through 3/31/2005 with a reopener 90-120 days prior to expiration.

2. **The 1199 Greater Nursing Home Benefit Fund:**

(Benefit calculation will be as currently calculated within the 1199 Greater New York Benefit Fund. The parties agree that the benefit calculation as currently provided by the fund will not be changed for this facility during the term of this Agreement.) The Employer agrees to contribute to the fund at the rates and effective dates as follows:

- a. 10/1/02 12% of payroll
- b. 2/1/04 16% of payroll
- c. 2/1/05 20% of payroll

3. **Union Leave-** Up to six months duration, only one delegate at a time.
4. **Delegate Education-** Two (2) delegates to receive two (2) days off with pay each year to attend Delegate education sessions.
5. **Executive Board -** If elected, an executive board member may attend six (6) Union Board Meetings with pay each year.
6. **Staffing and Patient Care Language-** "Management to consider recommendations of staffing and patient care issues made by the Union at Labor Management Committee Meetings"



7. **Longevity Pay for Cooks**-Upon signing of this Agreement, "Cooks with ten (10) years of service will receive a \$4.00 per week longevity increase and cooks with twenty (20) years of service will receive an additional \$2.00 per week longevity increase.
8. **Election Day** – Two (2) members will receive Election Day off with pay for the election of President or Governor.
9. **1199 Credit Union**- The Employer agrees to utilize the 1199 Credit Union in addition to their own credit union plan.
10. **1115 Legal Service & Benefits Fund** – Effective 4/1/02, the Employer contribution will be \$8.00 per month per employee until 5/1/04, when the contribution may be increased by the Fund to a maximum of \$15.00 per month per employee.
11. **Health & Safety Language**- The following language will be incorporated into the collective bargaining agreement, "The employer recognizes its legal obligation to provide a safe and healthful work environment and agrees to comply with all relevant health and safety laws. All issues of Health and Safety will be addressed in Labor Management Committee, including equipment. The Union will invite a bargaining unit member from each department to attend and participate in monthly safety meetings."
12. **Hiring Rates** – The parties agree to freeze the Blue Collar hiring rates and increase hiring rate for LPNs to \$17.00 as of the execution of this Agreement. All existing LPNs will be given an additional \$1.00 hourly increase in addition to the across the board increases.

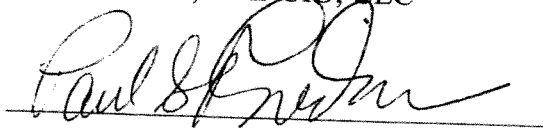
13. **Wage Increases**-All Employees will receive the following across the board increases on the following effective dates:
- a. 4/1/02 3%
  - b. 7/1/03 3%
  - c. 8/1/04 3.5%
14. **Uniforms for Blue Collar Workers** - Blue Collar Workers will receive one (1) pair of pants per year in addition to the two shirts they currently receive.
15. **Training and Education Fund**- The Employer agrees to pay 1/2% of gross payroll (As currently calculated within the Greater New York 1199 Benefit Fund. The parties agree that the benefit calculation as currently provided by the fund will not be changed for this facility during the term of this Agreement.) into this fund.
16. **Differential for Relief Cook**- Upon execution of this Agreement, Dietary Aides will receive an additional \$7.50 per shift for working as a Relief Cook.

All of the prior terms, conditions of employment, and contract language as contained in the previous collective bargaining agreement and subsequent Memorandums of Agreement that have not been expressly modified herein shall continue and remain in full force and effect for the duration of this agreement.

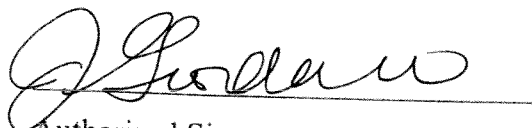
The parties agree to the above by affixing their signatures below:

SEIU 1199 New Jersey, Division  
of 1199 SEIU, AFL-CIO, CLC

JFK Hartwyck at Cedar Brook



Authorized Signature



Authorized Signature

November 18, 2002  
Date  
*for [unclear]  
White House  
The Campbell*

11/25/02  
Date